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Attorneys for Defendant and Third-Party Plaintiff
SINO-MSL LINES, INC.
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PETER J. ZAMBITO (9362 PZ)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ZURICH AMERICAN INSURANCE COMPANY,

Plaintiff,

ECF CASE

- against -

11 Civ. 1973 (DAB)

M/V HANJIN COLOMBO, her engines, boilers,
etc. and SINO-MSL LINES, INC.,

THIRD-PARTY
COMPLAINT

Defendants.

-----X
SINO-MSL LINES, INC.,

Defendant/Third-Party Plaintiff,

- against -

EURASIA FREIGHT SERVICE INC.,

Third-Party Defendant.

-----X

The defendant and third-party plaintiff, SINO-MSL LINES, INC. (hereinafter "SINO")
by its attorneys, DOUGHERTY, RYAN, GIUFFRA, ZAMBITO & HESSION, as and for its
Third-Party Complaint against the above named third-party defendant, respectfully shows to the
Court and alleges upon information and belief as follows:

U.S. DISTRICT COURT
FILED
2011 APR 14 AM 11:34
S.D. OF N.Y.

1. That at all relevant times, defendant and third-party plaintiff SINO was and still is a corporation duly organized and existing under and by virtue of law with an office and place of business at 160-19 Rockaway Blvd., Suite C, Jamaica, NY 11434 and at all relevant times acted as a non-vessel operating common carrier.

2. At all relevant times, third party defendant EURASIA FREIGHT SERVICE INC. (hereinafter "EURASIA") was and still is a corporation or other business entity existing under and by virtue of law, with an office and place of business at 230-79 International Airport Center Blvd., Suite 250, Jamaica, NY 11413 and was and still is doing and has transacted business within the jurisdiction of this Honorable Court.

3. At all relevant times, third-party defendant co-loaded cargo in a container with defendant and third-party plaintiff, loaded certain cargo which allegedly caused the damage complained of here and issued a Bill of Lading dated on July 14, 2010 to the third-party plaintiff No. EURFL10700485NYC (the face side of which is annexed hereto as Exhibit "A") covering the cargo in suit, as well as other cargo, including drums of liquid cargo oil, as part of a consolidated container-load, which was carried from Shanghai to New York on board the aforesaid vessel.

4. On or about March 22, 2011, plaintiff filed a Complaint against SINO and the vessel alleging that a shipment of ladies garments carried on board the M/V HANJIN COLOMBO was delivered damaged by odor. A copy of the Complaint is annexed hereto as Exhibit "B."

AS AND FOR A CAUSE OF ACTION

5. At all relevant times, cargo in suit, as well as other cargo, including drums of liquid garlic oil, were stuffed in a container by or on behalf of third party defendant.

6. If any damage was sustained by the said cargo, as alleged in the Complaint, it resulted solely from a breach of the Bill of Lading contract and/or negligence and lack of care on the part of the third-party defendant or those with whom they were in privity or retained by it, without any breach, negligence or lack of care on the part of defendant and third-party plaintiff or those acting for it contributing thereto.

7. As a result, if any liability should be adjudged against the defendant and third-party plaintiff, it will be entitled to indemnity in full from the third-party defendant, together with the costs of this action and reasonable counsel fees.

WHEREFORE, defendant and third-party plaintiff demands judgment against the third party defendant for all sums that may be adjudged against it in favor of the plaintiff, together with costs and reasonable counsel fees incurred by or on behalf of defendant and third-party plaintiff and, pursuant to Rule 14(c) of the Federal Rules of Civil Procedure, if the Court should find that the plaintiff is entitled to judgment, defendant and third-party plaintiff demands judgment be entered directly against the said third party defendant and in favor of the plaintiff, and defendant and third-party plaintiff, further prays:

1. That process in due form of law according to the practice of this Court may issue against the third party defendant, citing it to appear and answer the Complaint and Third Party Complaint.

2. That if the third party defendant cannot be found within this District, that all its property within this District be attached in the sum set forth in the Complaint, plus legal fees and disbursements.
3. That defendant and third-party plaintiff have such other, further and different relief as to this Court appears just and proper in the premises.

Dated: New York, New York
April 12, 2011

DOUGHERTY, RYAN, GIUFFRA, ZAMBITO & HESSION
Attorneys for Defendant and Third-Party Plaintiff
SINO-MSL LINES, INC.

BY: _____
PETER J. ZAMBITO (9362 PZ)

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